



G Suite (Online) Agreement

Go to the [Additional Terms](#) for services made available with the new accounts infrastructure

*The terms below are for monthly postpay billing. Please [click here](#) to see the terms for annual prepay customers.

This G Suite (Online) Agreement (the “Agreement”) is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 (“Google”) and the entity agreeing to these terms (“Customer”). This Agreement is effective as of the date you click the “I Accept” button below or, if applicable, the date the Agreement is countersigned (the “**Effective Date**”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click the “I Accept” button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer’s access to and use of the Services.

- 1. **Services**

- 1.1 **Facilities and Data Transfer.**

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data. As part of providing the Services Google may transfer store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services Customer consents to this transfer, processing and storage of Customer Data.

- 1.2 **Modifications**

- a.

To the Services.

Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services

Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

- b. **To URL Terms.** Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console. If the change has a material adverse impact on Customer, and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current Services Term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.
- 1.3 **Customer Domain Name Ownership.**
Prior to providing the Services Google may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.
- 1.4 **Ads.**
The default setting for the Services is one that does not allow Google to serve Ads. Customer may change this setting in the Admin Console which constitutes Customer's authorization for Google to serve Ads. If Customer enables the serving of Ads it may revert to the default setting at any time and Google will cease serving Ads.
- 1.5 **Google Vault.**
If Customer purchases Google Vault, the following additional terms apply:
 - a.

Retention.

Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Vault, Google will have no obligation to retain any archived Customer Data.
 - b. **Additional Purchases.** Unless Google allows otherwise, with each additional purchase of End User Accounts for the Services after Customer has purchased Google Vault, Customer will receive access

to, and will be invoiced for, Google Vault for that same number of End User Accounts.

- **2. Customer Obligations.**

- **2.1 Compliance.**

Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms. In addition, Google will make other Non-G Suite Products (beyond the Services) available to Customer and its End Users in accordance with the Non-G Suite Product Terms and the applicable product-specific Google terms of service. If Customer does not desire to enable any of the Non-G Suite Products, Customer can enable or disable them at any time through the Admin Console.

- **2.2 Aliases.**

Customer is solely responsible for monitoring responding to and otherwise processing emails sent to the “abuse” and “postmaster” aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

- **2.3 Customer Administration of the Services.**

Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

- **2.4 End User Consent.**

Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so and (ii) Google to provide the Services.

- **2.5 Unauthorized Use.**

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services' and to terminate any unauthorized use.

Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

○ **2.6 Restrictions on Use.**

Unless Google specifically agrees in writing' Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

○ **2.7 Third Party Requests.**

Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

• **3. Billing and Payment.**

○ **3.1 Billing**Customer may elect one of the following billing options when placing its order for the Services.

- a.

Flexible Plan.

If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Google will bill Customer: (i) Fees based upon Customer's daily usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Google will provide Customer with the monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees. Customer may pay for the Services using the payment options listed below.

- b.

Annual Plan

If Customer selects this option, Customer will be committed to purchasing the Services from Google for an annual term, and in exchange will receive a discount on the Services which will be reflected in Customer's monthly payment. Google will still bill Customer monthly in arrears for its use of the Services when Customer has an annual commitment for the Services with Google. Customer may pay for the Services using the payment options listed below.

- 3.2 **Payment.** All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.

- a.

Credit Card or Debit Card.

Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due at the end of the month during which Customer received the Services. For credit cards, or debit cards, as applicable: (i) Google will charge Customer for all applicable Fees when due and (ii) these Fees are considered delinquent thirty days after the end of the month during which Customer received the Services.

- b.

Invoices.

Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Page, and are considered delinquent after such date.

- c.

Other Forms of Payment.

Customer may change its payment method to those available within the Admin Console. Google may enable other forms of payment by making them available in the Admin Console. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.

- 3.3 **Delinquent Payments**

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts, except where such delinquent amounts are due to Google's billing inaccuracies.

○ 3.4 **Suspension for Non-Payment.**

- a.

Automatic Suspension.

Customer will have thirty days to pay Google delinquent Fees. If Customer does not pay Google delinquent Fees within thirty days, Google will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Google all outstanding Fees.

- b.

During Suspension.

If Customer is on a monthly billing plan, and Customer is suspended for non-payment, Google will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer has an annual commitment to Google for the Services, Google will continue to charge Customer monthly Fees during Customer's suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.

- c.

Termination After Suspension.

If Customer remains suspended for non-payment for more than sixty days, Google may terminate Customer for breach pursuant to Section 11.

○ 3.5 **Taxes.**

Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must

provide Google with an official tax receipt or other appropriate documentation to support such payments.

- **3.6 Purchase Orders.**

If Customer requires a purchase order number on its invoice, Customer will inform Google and Google will include such purchase order number on invoices following receipt. If Customer does not provide a purchase order number, Customer waives any purchase order requirement and (a) Google will invoice Customer without a purchase order number; and (b) Customer agrees to pay invoices without a purchase order number referenced. Any terms and conditions on a purchase order do not apply to this Agreement and are null and void.

- **4. Technical Support Services.**

- **4.1 By Customer.**

Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Google.

- **4.2 By Google.**

If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer in accordance with the TSS Guidelines.

- **5. Suspension**

- **5.1 Of End User Accounts by Google.**

If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

- **5.2 Emergency Security Issues.**

Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

- **6. Confidential Information.**

- **6.1 Obligations.**
Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.
- **6.2 Exceptions.**
Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- **6.3 Required Disclosure.**
Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.
- **7. Intellectual Property Rights; Brand Features.**
 - **7.1 Intellectual Property Rights.**
Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
 - **7.2 Display of Brand Features.**
Google may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services) within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
 - **7.3 Brand Features Limitation.**
Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may

revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

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8. Publicity.

Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or in promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 7.3 (Brand Features Limitation).

- **9. Representations, Warranties and Disclaimers.**

- **9.1 Representations and Warranties.**

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA.

- **9.2 Disclaimers.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

- **10. Term**

- **10.1 Agreement Term.**

This Agreement will remain in effect for the Term.

- **10.2 Services Term and Purchases During Services Term.**

Google will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts purchased during any Services Term will have a prorated term ending on the last day of that Services Term.

- 10.3 **Renewal.**

- a.

With a Flexible Plan.

With a flexible plan Customer is not committed to purchase the Services for a pre-defined term, but pays for the Services on a monthly basis. As a result, there is no renewal event for the flexible plan. Rather, Google will simply continue billing Customer Fees based upon Customer's daily usage of the Services during the preceding month, and Customer can cancel their service at any time.

- b.

With an Annual Plan.

At the end of each Services Term, the Services (and all End User Accounts previously purchased) will automatically renew for an additional monthly Services Term. In addition, after Customer's initial annual commitment has concluded, Customer's annual commitment will switch to the Flexible Plan. If Customer wants to renew the Annual Plan, then Customer must change the renewal settings in the Admin Console to reflect this change before their annual commitment has ended.

- c.

Generally.

Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Google via the Admin Console. Customer will continue to pay Google the then-current Fees for each renewed End User Account unless Customer and Google mutually agree otherwise. If Google does not want the Services to renew, then it will provide Customer written notice to this effect at least fifteen days prior to the end of the then current Services Term. This notice of non renewal will be effective upon the conclusion of the then current Services Term.

- 10.4 **Requesting End User Accounts.**

Customer may request End User Accounts by: (i) notifying its designated Google Account Manager; or (ii) ordering End User Accounts via the Admin Console.

- 10.5 **Revising Rates.**

Google may revise its rates for the following Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the following Services Term.

- 11. **Termination.**
 - 11.1 **Termination for Breach.**

Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
 - 11.2 **Effects of Termination.**

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party. If a Customer on an annual plan terminates the Agreement prior to the conclusion of its annual plan, Google will bill Customer, and Customer is responsible for paying Google, for the remaining unpaid amount of Customer's annual commitment.
- 12. **Indemnification.**
 - 12.1 **By Customer.**

Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
 - 12.2 **By Google.**

Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark

of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

o **12.3 Possible Infringement.**

▪ a.

Repair, Replace, or Modify.

If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

▪ b.

Suspension or Termination.

If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

o **12.4 General.**

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

• **13. Limitation of Liability.**

o **13.1 Limitation on Indirect Liability.**

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

- 13.2 **Limitation on Amount of Liability.**
NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 13.3 **Exceptions to Limitations.**
These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to violations of a party's Intellectual Property Rights by the other party or indemnification obligations.
- 14. **Miscellaneous.**
 - 14.1 **Notices.**
Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
 - 14.2 **Assignment.**
Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
 - 14.3 **Change of Control.**
Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
 - 14.4 **Force Majeure.**
Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or

terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

- 14.5 **No Waiver.**
Failure to enforce any provision of this Agreement will not constitute a waiver.
- 14.6 **Severability.**
If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 14.7 **No Agency.**
The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 14.8 **No Third-Party Beneficiaries.**
There are no third-party beneficiaries to this Agreement.
- 14.9 **Equitable Relief.**
Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 14.10 **Governing Law.**
This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- 14.11 **Amendments.**
Any amendment must be in writing and expressly state that it is amending this Agreement.
- 14.12 **Survival.**
The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 11.2, 12, 13, 14, and 15.
- 14.13 **Entire Agreement.**
This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 14.14 **Interpretation of Conflicting Terms.**

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order Page, the Agreement, and the terms located at any URL. If Customer signs a physical agreement with Google to receive the Services, the physical agreement will override this online Agreement.

- 14.15 **Counterparts.**
The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
- 15. **Definitions.**
 - **"Acceptable Use Policy"**
means the acceptable use policy for the Services available at [https://www.google.com/a/help/intl/en/admins/use_policy.htm](https://www.google.com/a/help/intl/en/admins/use_policy.html) | or such other URL as Google may provide.
 - **"Account Manager"**
means the Google business person working with Customer regarding Customer's purchase of the Services.
 - **"Admin Account(s)"**
means the administrative account(s) provided to Customer by Google for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer.
 - **"Admin Console"**
means the online tool provided by Google to Customer for use in reporting and certain other administration functions.
 - **"Administrators"**
mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.
 - **"Ads"**
means online advertisements displayed by Google to End Users.
 - **"Affiliate"**
means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
 - **"Brand Features"**
means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

- **"Confidential Information"**
means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.
- **"Customer Data"**
means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- **"Customer Domain Names"**
mean the domain names owned or controlled by Customer, which will be used in connection with the Services and specified in the Order Page.
- **"Emergency Security Issue"**
means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- **"End Users"**
means the individuals Customer permits to use the Services.
- **"End User Account"**
means a Google-hosted account established by Customer through the Services for an End User.
- **"Export Control Laws"**
means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.
- **"Fees"**
means the amounts invoiced to Customer by Google for the Services as described in an Order Page.
- **"Help Center"**
means the Google help center accessible at <https://www.google.com/support/>, or other such URL as Google may provide.

- **"High Risk Activities"**
means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.
- **"HIPAA"**
means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.
- **"Initial Services Term"**
means the term for the applicable Services beginning on the Service Commencement Date and continuing for the duration set forth on the Order Page.
- **"Intellectual Property Rights"**
means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- **"Non-G Suite Products"**
means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-G Suite Products are set forth at the following URL: <https://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.
- **"Non-G Suite Product Terms"**
means the terms found at the following URL: https://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Google may provide.
- **"Notification Email Address"**
means the email address designated by Customer to receive email notifications from Google. Customer may change this email address through the Admin Console.
- **"Order Page"**
means the online order page Customer completes in signing up for the Services or attached to this Agreement, and which contains: (i) the Services being ordered; (ii) Fees; (iii) number of, and Initial Services Term for, End User Accounts; (iv) the applicable form of payment; and (v) Customer Domain Names.
- **"Service Commencement Date"**

is the date upon which Google makes the Services available to Customer, and will be within one week of Google's receipt of the completed Order Page, unless otherwise agreed by the parties.

- **"Service Pages"**
mean the web pages displaying the Services to End Users.
- **"Services"**
means the applicable G Suite Core Services (e.g. G Suite Premier Edition or G Suite and Google Vault) provided by Google and used by Customer under this Agreement. The Services are as described here: https://www.google.com/apps/intl/en/terms/user_features.html, or such other URL as Google may provide.
- **"Services Term"**
means the Initial Services Term and all renewal terms for the applicable Services.
- **"SLA"**
means the Service Level Agreement located here: <https://www.google.com/a/help/intl/en/admins/sla.html>, or such other URL as Google may provide.
- **"Suspend"**
means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.
- **"Taxes"**
means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.
- **"Term"**
means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.
- **"Third Party Request"**
means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.
- **"TSS"**

means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

- **"TSS Guidelines"**
means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <https://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

- **"URL Terms"**
means the "Acceptable Use Policy," the "SLA," and the "TSS Guidelines."

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